

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARK E. HARRIS, RICKY J. SAUNDERS, JOSEPH M. MADDEN, III, RICHARD L. POWELL, RIC STALLINGS, ALL OF THE CITY OF MEMPHIS, STATE OF TENNESSEE**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of December, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

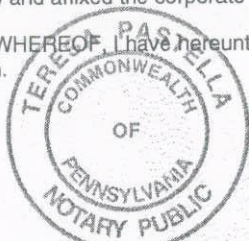
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of December, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: ENSCOR, LLC
Business Address: 5566 Commander Dr. Arlington, TN. 38002
Federal I.D. Number 58-2498528
Phone Number: 901-867-2297
Tennessee License Number: 44932

PROJECT NAME: SHELBY COUNTY CORRECTION CENTER SANITARY SEWER IMPROVEMENTS

2. Plans and Specifications:
The plans and specifications for the proposed improvements are those prepared by or under the supervision of the SHELBY COUNTY ENGINEER, and approved by the SHELBY COUNTY DIRECTOR OF PUBLIC WORKS, which plans are designated as: SHELBY COUNTY CORRECTION CENTER SANITARY SEWER IMPROVEMENTS
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.

7. Unit Price:

It is the intent and understanding of both the County and the Bidder that this project will be administered as a unit price contract. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. The county will not accept change order requests by the Bidder for changes in the scope of work due solely to Bidder's choice of construction means or methods or due to the Bidder's election to do extra work so as to facilitate or expedite the completion of the project.

8. Alteration of Work:

The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25%) percent of the total money value of the original contract price or contract price corrected as provided in the general conditions, the undersigned shall perform the work as altered, increased or decreased at the contract unit prices.

9. Extra Work or Changes:

The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.

10. Time of Execution of Contract:

The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.

11. Contract Bond:

The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

12. Prosecution of Work:

The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 6 months, unless additional time shall be granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Erosion Control:

The undersigned further agrees to provide necessary erosion control, such as seeding for gentle slopes and grass sod for sharper slopes, with special grading and terracing as specified by the Engineer. All freshly excavated and embanked areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Engineer to prevent erosion. In the event it is determined that necessary erosion control is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the Engineer shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County shall be paid in full by the undersigned. Erosion control shall be paid

according to the unit prices bid for erosion control devices on the proposal sheet and no additional compensation shall be afforded.

14. Clean-Up of Construction Site:

The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event it is determined by the Engineer that necessary clean-up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED, APPROVED BID BOND OR CERTIFIED CHECK HERE.
THE UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION
TOTAL AMOUNT OF BID BOND \$ 5% of Bid

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above, is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND Attached

17. Schedule of Prices:

The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular. The Prices contained in this bid will be effective for 180 days.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number

and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

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SHELBY COUNTY CORRECTION CENTER
SEWER IMPROVEMENTS

UNIT PRICE BID SCHEDULE						
Item No.	Item	Description	Estimated Quantity	Unit	Unit Price	Values
	<u>BASE BID</u>					
Note 1	*1	02530-5.01	Site Preparation and Restoration	1	LS	50,000.00 50,000.00
	*2	02530-5.07.15.12	12" Polyvinyl Chloride (PVC) Pipe	1826	LF	35.00 63,910.00
	*3	02530-5.07.15.18	18" Polyvinyl Chloride (PVC) Pipe	2325	LF	46.29 107,624.25
	*4	02530-5.07.15.24	24" Polyvinyl Chloride (PVC) Pipe	386	LF	65.00 25090.00
Note 6	*5	02530-5.11	4" Diameter Service Connection	102	LF	20.00 2040.00
tes 2 & 3	*6	02531-05.01.04	4 ft Diameter Standard Depth Precast Concrete Manhole	14	EA	1627.00 22778.00
Note 4	*7	02531-05.01.05	5 ft Diameter Standard Depth Precast Concrete Manhole	4	EA	2750.00 11000.00
	*8	02531-05.02.01.04	4 ft Diameter Extra Depth Precast Concrete Manhole	56	VF	150.00 8400.00
	*9	02531-05.02.01.05	5 ft Diameter Extra Depth Precast Concrete Manhole	23	VF	225.00 5175.00
	*10	02531-05.03.01.12	12" Diameter Drop Construction in New Manhole	6.4	VF	250.00 1600.00
	*11	02531-05.06.01	No. 7 Manhole Rim & Cover	15	EA	250.00 3750.00
	*12	02531-05.06.02	Bolted Down Manhole Rim & Cover	1	EA	500.00 500.00
Note 5	*13	02531-05.11	ByPass Pumping	5	DAY	200.00 1000.00
	**14	411.03SP	Asphalt Surface Repair	125	SY	25.00 3125.00
	15	918.27	Erosion Conrol	4,537	LF	6.33 28719.21
	16	03300	Comminutor pit and wastewater Grinder Station	1	LS	140,492.00 140,492.00
						475,203.46
TOTAL BASE BID						
<u>BID ALTERNATE #1 - COMMINUTOR PIT COVER</u>						
	1		Comminutor Pit Cover	1	EA	17000.00 17000.00
GRAND TOTAL BID ALTERNATE #1 - COMMINUTOR PIT COVER						492,203.46

Note:

Note:
Selection of the low bidder will be based on the base bid contract only

The decision to award bid alternate #1 to the low bidder will be

based on the availability of funds and the evaluation of bid alternative #1 prices.

**SHELBY COUNTY CORRECTION CENTER
SEWER IMPROVEMENTS**

* REFER TO CITY OF MEMPHIS STANDARD SPECIFICATIONS.

** REFER TO TDOT SPECIFICATIONS NUMBER FROM TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE

- 1 SEEDING THE AREAS DISTURBED FOR SANITARY SEWER INSTALLATION IS A PART OF THIS PAY ITEM.
CONSTRUCTION DATED MARCH 1, 2006.
- 2 THE CONNECTION TO THE EXISTING MANHOLES ON MAIN B AND LATERAL B1 WILL BID AS
A NEW 4' DIAMETER MANHOLE.
3. THE CUTTING AND CAPPING OF THE EXISTING LINES WILL BE A SUBSIDIARY ITEM UNDER THE 4' DIAMETER
MANHOLE PAY ITEM.
4. LATERAL A1 - THE CONNECTION TO THE EXISTING WETWELL WILL BE A SUBSIDIARY ITEM UNDER THE
5' DIAMETER MANHOLE PAY ITEM.
5. BYPASS PUMPING AS REQUIRED WILL BE FOR SANITARY SEWER INSTALLATION AT EXISTING STRUCTURES.
6. SEE DWG C8 FOR THE SERVICE CONNECTION TO THE SHELBY COUNTY TRAINING ACADEMY

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME:

BY:

BUSINESS ADDRESS:

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

ENSECOR INC
5566 Commander Dr. Arlington TN. 38002

Jeff Smith
Cynthia Smith
Lakeland TN.

IF A CORPORATION:

CORPORATE NAME _____

SIGNED BY: _____

President

BUSINESS ADDRESS: _____

(Corporate Seal)

NAME OF OFFICERS _____

President

Secretary

Treasurer

ATTEST: _____

Secretary

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2008, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

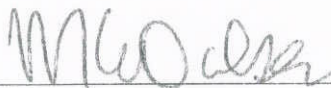
3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Specifications, Proposal and Contract Bond hereto attached, Project Manual and the Plans for **SHELBY COUNTY CORRECTION CENTER SANITARY SEWER IMPROVEMENTS** are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:

SHELBY COUNTY GOVERNMENT:

Parties of the First Part

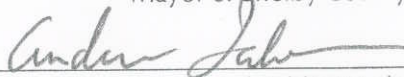


County Engineer

BY: _____

Mayor of Shelby County

APPROVED AS TO FORM:



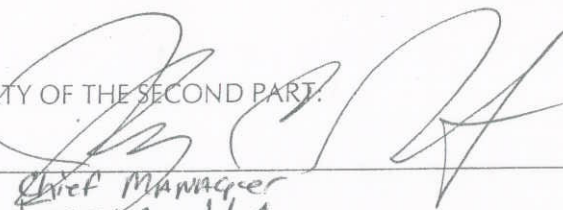
Director of Public Works

Corrections

County Attorney

PARTY OF THE SECOND PART:

BY: _____


Chief Manager
ENSCOR, LLC

5566 Commander DR. ARLINGTON TN 38002
Address

ATTEST:



58-2498528

Federal I.D. Number